



Your business
is our business.

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June 20, 2014

VIA Electronic Comment Filing System

Marlene H. Dortch, Secretary
Federal Communications Commission
Office of the Secretary
445 12th Street, SW
Washington, DC 20554

**Re: WC Docket No. 10-90, WC Docket No. 11-42
2014 ETC Annual Report of Telepak Networks, Inc.
Study Area Code 289011**

Dear Ms. Dortch:

On behalf of Telepak Networks, Inc., JSI files the attached FCC Form 481 ETC annual reporting information pursuant to sections 54.313 and 54.422 of the Commission's rules.¹

Please direct any questions regarding the filing to the undersigned.

Sincerely,

John Kuykendall
JSI Vice President
301-459-7590
jkuykendall@jsitel.com

¹ 47 C.F.R. §§ 54.313, 54.422.

**FCC Form 481 - Carrier Annual Reporting
Data Collection Form**

 FCC Form 481
 OMB Control No. 3060-0986/OMB Control No. 3060-0819
 July 2013

<010> Study Area Code	289011
<015> Study Area Name	TELEPAK NETWORKS, INC.
<020> Program Year	2015
<030> Contact Name: Person USAC should contact with questions about this data	Penny Watson
<035> Contact Telephone Number: Number of the person identified in data line <030>	6014875270 ext.
<039> Contact Email Address: Email of the person identified in data line <030>	pwatson@cspirefiber.com

ANNUAL REPORTING FOR ALL CARRIERS		54.313 Completion Required	54.422 Completion Required
		(check box when complete)	
<100> Service Quality Improvement Reporting	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<200> Outage Reporting (voice)	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<210> <input checked="" type="checkbox"/> <-- check box if no outages to report		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<300> Unfulfilled Service Requests (voice)	0	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<310> Detail on Attempts (voice)	<div></div> (attach descriptive document)	<input type="checkbox"/>	<input type="checkbox"/>
<320> Unfulfilled Service Requests (broadband)	0	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<330> Detail on Attempts (broadband)	<div></div> (attach descriptive document)	<input type="checkbox"/>	<input type="checkbox"/>
<400> Number of Complaints per 1,000 customers (voice)			
<410> Fixed	0.0	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<420> Mobile	0.0	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<430> Number of Complaints per 1,000 customers (broadband)		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<440> Fixed	0.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<450> Mobile	0.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<500> Service Quality Standards & Consumer Protection Rules Compliance	(check to indicate certification)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<510> <div>289011ms510.pdf</div> (attached descriptive document)		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<600> Functionality in Emergency Situations	(check to indicate certification)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<610> <div>289011ms610.pdf</div> (attached descriptive document)		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<700> Company Price Offerings (voice)	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<710> Company Price Offerings (broadband)	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<800> Operating Companies and Affiliates	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<900> Tribal Land Offerings (Y/N)? <input checked="" type="radio"/> <input type="radio"/>	(if yes, complete attached worksheet)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<1000> Voice Services Rate Comparability	(check to indicate certification)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<1010> <div></div> (attach descriptive document)		<input type="checkbox"/>	<input type="checkbox"/>
<1100> Terrestrial Backhaul (Y/N)? <input checked="" type="radio"/> <input type="radio"/>	(if not, check to indicate certification)	<input type="checkbox"/>	<input type="checkbox"/>
<1110>	(complete attached worksheet)	<input type="checkbox"/>	<input type="checkbox"/>
<1200> Terms and Condition for Lifeline Customers	(complete attached worksheet)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Price Cap Carriers, Proceed to Price Cap Additional Documentation Worksheet

Including Rate-of-Return Carriers affiliated with Price Cap Local Exchange Carriers

<2000>	(check to indicate certification)	<input type="checkbox"/>	<input type="checkbox"/>
<2005>	(complete attached worksheet)	<input type="checkbox"/>	<input type="checkbox"/>

Rate of Return Carriers, Proceed to ROR Additional Documentation Worksheet

<3000>	(check to indicate certification)	<input type="checkbox"/>	<input type="checkbox"/>
<3005>	(complete attached worksheet)	<input type="checkbox"/>	<input type="checkbox"/>

(100) Service Quality Improvement Reporting Data Collection Form		FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
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<010>	Study Area Code	289011
<015>	Study Area Name	TELEPAK NETWORKS, INC.
<020>	Program Year	2015
<030>	Contact Name - Person USAC should contact regarding this data Penny Watson	
<035>	Contact Telephone Number - Number of person identified in data line <030>	6014875270 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	pwatson@csfirefiber.com
<110>	Has your company received its ETC certification from the FCC?	<input type="radio"/> (yes / no) <input checked="" type="radio"/>
<111>	If your answer to Line <110> is yes, do you have an existing "5 year plan" filed with the FCC?	<input type="radio"/> (yes / no) <input type="radio"/>

If your answer to Line <111> is yes, then you are required to file a progress report, on line <112> delineating the status of your company's existing § 54.202(a) "5 year plan" on file with the FCC, as it relates to your provision of voice telephony service.

<112> Attach Five-Year Service Quality Improvement Plan or, in subsequent years, your annual progress report filed pursuant to 47 C.F.R. § 54.313(a)(1). If your company is a CETC which only receives frozen support, your progress report is only required to address voice telephony service.

Name of Attached Document

Please check these boxes below to confirm that the attached document(s), on line 112, contains a progress report on its five-year service quality improvement plan pursuant to § 54.202(a). The information shall be submitted at the wire center level or census block as appropriate.

<113>	Maps detailing progress towards meeting plan targets
<114>	Report how much universal service (USF) support was received
<115>	How (USF) was used to improve service quality
<116>	How (USF) was used to improve service coverage
<117>	How (USF) was used to improve service capacity
<118>	Provide an explanation of network improvement targets not met in the prior calendar year.

(900) Tribal Lands Reporting Data Collection Form		FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013	
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<010>	Study Area Code	289011
<015>	Study Area Name	TELEPAK NETWORKS, INC.
<020>	Program Year	2015
<030>	Contact Name - Person USAC should contact regarding this data	Penny Watson
<035>	Contact Telephone Number - Number of person identified in data line <030>	6014875270 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	pwatson@cspirefiber.com

<910>	Tribal Land(s) on which ETC Serves	Mississippi Band of Choctaw Indians
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<920>	Tribal Government Engagement Obligation	289011ms920.pdf	Name of Attached Document
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If your company serves Tribal lands, please select (Yes, No, NA) for each these boxes to confirm the status described on the attached document(s), on line 920, demonstrates coordination with the Tribal government pursuant to § 54.313(a)(9) includes:

- <921> Needs assessment and deployment planning with a focus on Tribal community anchor institutions.
- <922> Feasibility and sustainability planning;
- <923> Marketing services in a culturally sensitive manner;
- <924> Compliance with Rights of way processes
- <925> Compliance with Land Use permitting requirements
- <926> Compliance with Facilities Siting rules
- <927> Compliance with Environmental Review processes
- <928> Compliance with Cultural Preservation review processes
- <929> Compliance with Tribal Business and Licensing requirements.

Select (Yes, No, NA)
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes

(1100) No Terrestrial Backhaul Reporting
Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	289011
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<030>	Contact Name - Person USAC should contact regarding this data	Penny Watson
<035>	Contact Telephone Number - Number of person identified in data line <030>	6014875270 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	pwatson@cspirefiber.com

☐

Please check this box to confirm no terrestrial backhaul options exist within the supported area pursuant to § 54.313(G)

<1120>

☐

Please check this box to confirm the reporting carrier offers broadband service of at least 1 Mbps downstream and 256 kbps upstream within the supported area pursuant to § 54.313(G)

<1130>

(1200) Terms and Condition for Lifeline Customers

Lifeline Data Collection Form

FCC Form 481

OMB Control No. 3060-0986/OMB Control No. 3060-0819

July 2013

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<020>	Program Year	2015
<030>	Contact Name - Person USAC should contact regarding this data	Penny Watson
<035>	Contact Telephone Number - Number of person identified in data line <030>	6014875270 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	pwatson@cspirefiber.com

<1210>	Terms & Conditions of Voice Telephony Lifeline Plans	<div>289011ms1210.pdf</div>	Name of Attached Document
<1220>	Link to Public Website	HTTP	

"Please check these boxes below to confirm that the attached document(s), on line 1210, or the website listed, on line 1220, contains the required information pursuant to § 54.422(a)(2) annual reporting for ETCs receiving low-income support, carriers must annually report:

<1221>	Information describing the terms and conditions of any voice telephony service plans offered to Lifeline subscribers,	<input checked="" type="checkbox"/>
<1222>	Details on the number of minutes provided as part of the plan,	<input checked="" type="checkbox"/>
<1223>	Additional charges for toll calls, and rates for each such plan.	<input checked="" type="checkbox"/>

(2000) Price Cap Carrier Additional Documentation		FCC Form 481
Data Collection Form		OMB Control No. 3060-0986/OMB Control No. 3060-0819
<i>Including Rate-of-Return Carriers affiliated with Price Cap Local Exchange Carriers</i>		July 2013

<010>	Study Area Code	289011
<015>	Study Area Name	TELEPAK NETWORKS, INC.
<020>	Program Year	2015
<030>	Contact Name - Person USAC should contact regarding this data	Penny Watson
<035>	Contact Telephone Number - Number of person identified in data line <030>	6014875270 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	pwatson@cspirefiber.com

CHECK the boxes below to note compliance as a recipient of Incremental Connect America Phase I support, frozen High Cost support, High Cost support to offset access charge reductions, and Connect America Phase II support as set forth in 47 CFR § 54.313(b),(c),(d),(e) the information reported on this form and in the documents attached below is accurate.

Incremental Connect America Phase I reporting

<2010>	2nd Year Certification {47 CFR § 54.313(b)(1)}
<2011>	3rd Year Certification {47 CFR § 54.313(b)(2)}

Price Cap Carrier Receiving Frozen Support Certification {47 CFR § 54.312(a)}

<2012>	2013 Frozen Support Certification
<2013>	2014 Frozen Support Certification
<2014>	2015 Frozen Support Certification
<2015>	2016 and future Frozen Support Certification

Price Cap Carrier Connect America ICC Support {47 CFR § 54.313(d)}

<2016>	Certification Support Used to Build Broadband
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Connect America Phase II Reporting {47 CFR § 54.313(e)}

<2017>	3rd year Broadband Service Certification
<2018>	5th year Broadband Service Certification
<2019>	Interim Progress Certification

<2020> Please check the box to confirm that the attached document(s), on line 2021, contains the required information pursuant to § 54.313 (e)(3)(ii), as a recipient of CAF Phase II support shall provide the number, names, and addresses of community anchor institutions to which began providing access to broadband service in the preceding calendar year.

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<2021>	Interim Progress Community Anchor Institutions
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Name of Attached Document Listing Required Information

(3000) Rate Of Return Carrier Additional Documentation

Data Collection Form

FCC Form 481

OMB Control No. 3060-0986/OMB Control No. 3060-0819

July 2013

<010>	Study Area Code	289011
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<039>	Contact Email Address - Email Address of person identified in data line <030>	pwatson@cspirefiber.com

CHECK the boxes below to note compliance on its five year service quality plan (pursuant to 47 CFR § 54.202(a)) and, for privately held carriers, ensuring compliance with the financial reporting requirements set forth in 47 CFR § 54.313(f)(2). I further certify that the information reported on this form and in the documents attached below is accurate.

(3010)	Progress Report on 5 Year Plan Milestone Certification (47 CFR § 54.313(f)(1)(i))	<div></div> <div>Name of Attached Document Listing Required Information</div>
(3011)	Please check this box to confirm that the attached document(s), on line 3012 contains the required information pursuant to § 54.313 (f)(1)(ii), the carrier shall provide the number, names, and addresses of community anchor institutions to which began providing access to broadband service in the preceding calendar year.	<div></div>
(3012)	Community Anchor Institutions (47 CFR § 54.313(f)(1)(ii))	<div></div> <div>Name of Attached Document Listing Required Information</div>
(3013)	Is your company a Privately Held ROR Carrier (47 CFR § 54.313(f)(2))	<div><div></div><div></div></div> <div>(Yes/No)</div>
(3014)	If yes, does your company file the RUS annual report	<div><div></div><div></div></div> <div>(Yes/No)</div>
Please check these boxes to confirm that the attached document(s), on line 3017, contains the required information pursuant to § 54.313(f)(2) compliance requires:		
(3015)	Electronic copy of their annual RUS reports (Operating Report for Telecommunications Borrowers)	<div></div>
(3016)	Document(s) for Balance Sheet, Income Statement and Statement of Cash Flows	<div></div>
(3017)	If the response is yes on line 3014, attach your company's RUS annual report and all required documentation	<div></div> <div>Name of Attached Document Listing Required Information</div> <div>(Yes/No)</div>
(3018)	If the response is no on line 3014, Is your company audited?	<div><div></div><div></div></div> <div>(Yes/No)</div>
(3019)	If the response is yes on line 3018, please check the boxes below to confirm your submission, on line 3026 pursuant to § 54.313(f)(2), contains Either a copy of their audited financial statement; or (2) a financial report in a format comparable to RUS Operating Report for Telecommunications	<div><div></div><div></div></div>
(3020)	Document(s) for Balance Sheet, Income Statement and Statement of Cash Flows	<div></div>
(3021)	Management letter issued by the independent certified public accountant that performed the company's financial audit.	<div></div>
(3022)	If the response is no on line 3018, please check the boxes below to confirm your submission, on line 3026 pursuant to § 54.313(f)(2), contains: Copy of their financial statement which has been subject to review by an independent certified public accountant; or 2) a financial report in a format comparable to RUS Operating Report for Telecommunications Borrowers,	<div><div></div><div></div></div>
(3023)	Underlying information subjected to a review by an independent certified public accountant	<div></div>
(3024)	Underlying information subjected to an officer certification.	<div></div>
(3025)	Document(s) for Balance Sheet, Income Statement and Statement of Cash Flows	<div></div>
(3026)	Attach the worksheet listing required information	<div></div> <div>Name of Attached Document Listing Required Information</div>

**Certification - Reporting Carrier
Data Collection Form**

 FCC Form 481
 OMB Control No. 3060-0986/OMB Control No. 3060-0819
 July 2013

<010>	Study Area Code	289011
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<030>	Contact Name - Person USAC should contact regarding this data	Penny Watson
<035>	Contact Telephone Number - Number of person identified in data line <030>	6014875270 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	pwatson@cspirefiber.com

TO BE COMPLETED BY THE REPORTING CARRIER, IF THE REPORTING CARRIER IS FILING ANNUAL REPORTING ON ITS OWN BEHALF:

Certification of Officer as to the Accuracy of the Data Reported for the Annual Reporting for CAF or LI Recipients	
I certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual reporting requirements for universal service support recipients; and, to the best of my knowledge, the information reported on this form and in any attachments is accurate.	
Name of Reporting Carrier:	
Signature of Authorized Officer:	Date
Printed name of Authorized Officer:	
Title or position of Authorized Officer:	
Telephone number of Authorized Officer:	
Study Area Code of Reporting Carrier:	Filing Due Date for this form:
Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.	

**Certification - Agent / Carrier
Data Collection Form**

 FCC Form 481
 OMB Control No. 3060-0986/OMB Control No. 3060-0819
 July 2013

<010> Study Area Code	289011
<015> Study Area Name	TELEPAK NETWORKS, INC.
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<030> Contact Name - Person USAC should contact regarding this data	Penny Watson
<035> Contact Telephone Number - Number of person identified in data line <030>	6014875270 ext.
<039> Contact Email Address - Email Address of person identified in data line <030>	pwatson@cspirefiber.com

TO BE COMPLETED BY THE REPORTING CARRIER, IF AN AGENT IS FILING ANNUAL REPORTS ON THE CARRIER'S BEHALF:

Certification of Officer to Authorize an Agent to File Annual Reports for CAF or LI Recipients on Behalf of Reporting Carrier	
I certify that (Name of Agent) <u>John Staurulakis, Inc.</u> is authorized to submit the information reported on behalf of the reporting carrier. I also certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual data reporting requirements provided to the authorized agent; and, to the best of my knowledge, the reports and data provided to the authorized agent is accurate.	
Name of Authorized Agent:	<u>John Staurulakis, Inc.</u>
Name of Reporting Carrier:	<u>TELEPAK NETWORKS, INC.</u>
Signature of Authorized Officer:	<u>CERTIFIED ONLINE</u> Date: <u>06/11/2014</u>
Printed name of Authorized Officer:	<u>Sam Smith</u>
Title or position of Authorized Officer:	<u>VP Accounting</u>
Telephone number of Authorized Officer:	<u>6014877222 ext.</u>
Study Area Code of Reporting Carrier:	<u>289011</u> Filing Due Date for this form: <u>06/30/2014</u>
Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.	

TO BE COMPLETED BY THE AUTHORIZED AGENT:

Certification of Agent Authorized to File Annual Reports for CAF or LI Recipients on Behalf of Reporting Carrier	
I, as agent for the reporting carrier, certify that I am authorized to submit the annual reports for universal service support recipients on behalf of the reporting carrier; I have provided the data reported herein based on data provided by the reporting carrier; and, to the best of my knowledge, the information reported herein is accurate.	
Name of Reporting Carrier:	<u>TELEPAK NETWORKS, INC.</u>
Name of Authorized Agent or Employee of Agent:	<u>John Staurulakis, Inc.</u>
Signature of Authorized Agent or Employee of Agent:	<u>CERTIFIED ONLINE</u> Date: <u>06/11/2014</u>
Printed name of Authorized Agent or Employee of Agent:	<u>Amanda Molina</u>
Title or position of Authorized Agent or Employee of Agent:	<u>Staff Consultant - Regulatory Affairs</u>
Telephone number of Authorized Agent or Employee of Agent:	<u>7705692105 ext.</u>
Study Area Code of Reporting Carrier:	<u>289011</u> Filing Due Date for this form: <u>06/30/2014</u>
Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.	

Attachments

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

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<015>	Study Area Name	TELEPAK NETWORKS, INC.
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<030>	Contact Name - Person USAC should contact regarding this data	Penny Watson
<035>	Contact Telephone Number - Number of person identified in data line <030>	6014875270 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	pwatson@cspirefiber.com
<810>	Reporting Carrier	Telepak Networks, Inc.
<811>	Holding Company	Telapex, Inc.
<812>	Operating Company	C Spire Fiber

[illegible]

Telepak Networks, Inc.’s demonstration of complying with applicable service quality standards and consumer protection rules:

In establishing this certification in its *2005 ETC Order*,¹ the FCC found that an ETC must make “a specific commitment to objective measures to protect consumers.”² The Commission found that for wireless ETCs, compliance with CTIA’s Consumer Code for Wireless Service would satisfy this requirement” and that the sufficiency of other commitments would be considered on a case-by-case basis.³ In this context, the FCC stated, “to the extent a wireline or wireless ETC applicant is subject to consumer protection obligations under state law, compliance with such laws may meet our requirement.”⁴

Telepak Networks, Inc. (“Telepak”) hereby certifies that it is complying with applicable service quality standards and consumer protection rules. Telepak provides service in the States of Mississippi, Tennessee, and Alabama and adheres to the regulations regarding consumer protection obligations and service quality standards for each state.

In Mississippi, these obligations include, but are not limited to, the following: (1) filing a Local Exchange Tariff pursuant to the requirements of Mississippi Public Service Commission which disclose rates, terms and conditions of service to customers; (2)

¹ *Federal-State Joint Board on Universal Service*, CC Docket No. 96-45, Report and Order, FCC 05-46 (rel. Mar. 17, 2005) (“*2005 ETC Order*”).

² *Id.* at para. 28.

³ *Id.* The FCC noted that under the CTIA Consumer Code, wireless carriers agree to: “(1) disclose rates and terms of service to customers; (2) make available maps showing where service is generally available; (3) provide contract terms to customers and confirm changes in service; (4) allow a trial period for new service; (5) provide specific disclosures in advertising; (6) separately identify carrier charges from taxes on billing statements; (7) provide customers the right to terminate service for changes to contract terms; (8) provide ready access to customer service; (9) promptly respond to consumer inquiries and complaints received from government agencies; and (10) abide by policies for protection of consumer privacy.” *Id.* at n. 71.

⁴ *Id.* at n. 72.

adherence to state consumer protection requirements governing telephone providers under Title 39 Utilities, Part III Rules and Regulations Governing Public Utility Service , Subpart 1, General Rules, and Subpart 3, Special Rules – Telephone Companies, including requirements for customer service, billing, consumer complaints, rates and charges, and under Miss. Code Ann. Title 77, Chapter 3 statutes; and (3) truth-in-billing requirements; and (4) CPNI, Red Flag Rules and other applicable federal and state requirements governing the protection of customers' privacy.

In Tennessee, these obligations include, but are not limited to, the following: (1) adherence to state consumer protection requirements governing telephone providers which require implementation of Basic Utility Obligations in accordance with the Rules of Tennessee Regulatory Authority, Chapter 1220-4-2-.29, Consumer Safeguards as identified in the Rules of Tennessee Regulatory Authority, Chapter 1220-4-8-.09, anti-slamming procedures as required in the Rules of Tennessee Regulatory Authority, Chapter 1220-4-2-.56; (2) truth-in-billing requirements in accordance with the Rules of Tennessee Regulatory Authority, Chapter 1220-4-2-.58; and (3) CPNI, Red Flag Rules and other applicable federal and state requirements governing the protection of customers' privacy.

In Alabama, these obligations include, but are not limited to, the following: (1) adherence to state consumer protection requirements governing telephone providers which require adherence to minimum service standards as identified in the Alabama Public Service Commission's Rules and Regulations, Telephone Rules, Rule T-21, protection against cramming and other deceptive practices as identified in Rule T-16(C)(11); (2) truth-in-billing requirements as identified in Rule T-16; and (3) CPNI, Red

Flag Rules and other applicable federal and state requirements governing the protection of customers' privacy.

In addition, as a means of ensuring Telepak is providing the highest levels of consumer protection, Telepak conducts in-house training regarding consumer protection, CPNI, and Red Flag rules a minimum of one time each year, and as part of every new employee's initial training. The company also maintains a Red Flags Rules policy manual to help insure compliance.

Telepak Networks, Inc.'s Ability to Function in Emergency Situations

Telepak Networks, Inc. "Telepak" hereby certifies that it is able to function in emergency situations as set forth in §54.202(a)(2).¹ The Company's network is designed to remain functional in emergency situations without an external power source, is able to reroute traffic around damaged facilities, and is capable of managing traffic spikes resulting from emergency situations as required by Section 54.202(a)(2). Telepak provides service in the states of Mississippi, Tennessee, and Alabama and adheres to the regulations regarding emergency operations for each state.

Specifically in Mississippi, in accordance with the orders in Mississippi Public Service Commission Docket No. 2005-AD-662, Telepak has a reasonable amount of backup power to ensure functionality without an external power source, is able to reroute traffic and manage traffic spikes. In addition, Telepak has comprehensive emergency operations plans in place and will adhere to FCC reporting requirements regarding outages and provide copies of such reports to the Mississippi Commission upon request.

In Tennessee, in accordance with the Rules of the Tennessee Regulatory Authority, Chapter 1220-4-2, 1220-4-2-.23 Emergency Operation, the Company's central offices have adequate provision for emergency power. Specifically, each central office building is supplied with standby generators and battery back up that enable the central office to keep running until power is restored so long as fuel is available, or until system changes are made to reroute traffic.

¹ Section 54.202(a)(2) requires ETCs that are designated by the Commission to "demonstrate its ability to remain functional in emergency situations, including a demonstration that it has a reasonable amount of back-up power to ensure functionality without an external power source, is able to reroute traffic around damaged facilities, and is capable of managing traffic spikes resulting from emergency situations."

In Alabama, Telepak ensures each central office building is supplied with standby generators and battery back-up that enable the central office to keep running until power is restored so long as fuel is available, or until system changes are made to reroute traffic. The Company's central office(s) that have twenty-four (24) hour maintenance coverage or have an automatic start engine alternator can provide a minimum of three (3) hours of battery reserve in accordance with the Alabama Public Service Commission Rules and Regulations, Telephone Rules, Rule T-21(L)(2). All other central office(s), as and if applicable, have a minimum of eight (8) hours of battery reserve In accordance with Rule T-21(L)(2). Telepak has a comprehensive company-wide emergency operations plan in place, which is on file with the Mississippi Commission. Although this emergency operations plan has not formally been filed with the Alabama Commission, Telepak does adhere to the same high standards in all states in which they operate. This plan includes specific procedures for escalation, fiber restoration, outside plant processes, and maintaining an adequate supply of restoration materials.

From: Phil Rice
Sent: Friday, December 20, 2013 4:20 PM
To: Penny B. Watson; Terrell Knight
Subject: MS Band of Choctaw Indians

A meeting was held with Tim Tubby , Chief of Staff, at Philadelphia on December 18, 2013. In the meeting we discussed the C Spire Fiber network and the following subjects with Tim:

- E Rate.
- Hosted VOIP for their schools.
- Rural Health Initiative regarding a hospital they are building that will complete in 2015.
- If someone from the nation had considered being an Internet Service Provider.
- Cloud services and Cumulus Data Center being built by C Spire.
- How we have and continue to have interest in their desire to coordinate opportunities for C Spire to work with them that will create potential employment opportunities for them.
- Invited Tim and Chief Alexander to visit our facilities for familiarization with C Spire.
- Other miscellaneous discussions surrounding Tim personally when he mentioned his son attending Mississippi College.

Phil

Phil Rice | Senior Director-Sales & Marketing | C Spire Fiber
1018 Highland Colony Parkway | Suite 400 | Ridgeland, MS 39157
Office 601.487.7142 | **Wireless** 601.573.7142 | **Fax** 601.487.7135
www.cspirefiber.com



RESIDENTIAL APPLICATION

Account #:

Applicant:

Soc. Sec. No. _____ DOB _____
Email _____Home _____
Cell _____
Other _____

Co-Applicant:

Soc. Sec. No. _____ DOB _____
Email _____Home _____
Cell _____
Other _____

Billing Address

City _____ State _____ Zip _____

Physical Service Address

City _____ State _____ Zip _____

Do you rent/lease or own this home? _____

If this address within city limits (yes/no)? _____

OFFICE USE ONLY

Market _____ CS

Phone Pref _____ UNLIM

Promo _____

Referral _____

CHOOSE YOUR BASIC SERVICES

ALL INDIVIDUAL AND PACKAGE PRICES SUBJECT TO CHANGE.

(Best Value!!) Voice, Video and Internet	\$124.99	_____	Voice Only	\$45.00	_____
Voice and Video	\$107.99	_____	Video Only	\$65.49	_____
Voice and Internet	\$84.99	_____	Internet Only	\$45.00	_____
Video and Internet	\$102.99	_____			

***All personalized package prices are in addition to the base service prices above.

BASIC VOICE PACKAGE includes - Unlimited calls to long distance and local numbers to the following area codes - 601/769

VOICE

If you have a current telephone number that you would like to keep, please complete: Number: _____ Current Provider: _____If you would like a new telephone number and a preferred number is available, what last four digits would you prefer? _____

Please print how your name should appear on Caller ID & the Directory: _____

Print Address? Yes or No _____

Non-Published Number | Number will not be printed in the directory, and can NOT be obtained from Directory Assistance. \$5.50 _____

Non-Listed Number | Number will not be printed in directory, but CAN be obtained from Directory Assistance. \$3.00 _____

Features & Blocks are notated below that are included for free in your BASIC package or is indicated with a monthly price.

Features that are included in your BASIC package for free are activated without request.

Blocks are ONLY activated upon request. Please check if you would like this block activated.

Features that are not free are only activated upon request.

Caller ID Deluxe	Free	_____	Block ALL Toll Calls	Free	_____
Three way Calling	Free	_____	Block Operator Assisted Calls	Free	_____
Speed Calling - 30	Free	_____	Block International Calling	Free	_____
Call Block	Free	_____	Block 900 # Calling	Free	_____
Call Waiting Deluxe	Free	_____			
Repeat Dialing	Free	_____			
Call Return	Free	_____			
Ringmaster Number	Free	_____	---- List if you have an existing #:		_____
Call Forwarding	Free	_____	---- List Number to forward to:		_____
Call Forward Busy Line	Free	_____	---- List Number to forward to:		_____
Call Forward No Answer	Free	_____			

Long Distance Options:

(The following "basic" per minute long distance rate apply to all calls outside of the calling plan without designation of another plan.)

Basic Per Minute LD Rate \$0.05 a min (BASIC)

Voice Mail: per mth--- \$5.00 _____

Additional Phone Line: per mth--- \$14.95 _____

Includes features & unlimited calls to BASIC calling area.

Unlimited Nationwide - per mth \$14.99 _____

VIDEO

BASIC VIDEO PACKAGE includes - 80+ digital channels

Video Package Options:

Video Package Options:		Movie Package Options (number of channels in pkg):		Set Top Boxes:	1st	2nd	3rd +	Total:
Expanded - 145+ digital channels	\$17.49	HB0(4)	\$15.99	SD(Regular)	\$0.00	\$0.00	\$8.95	
(All channels "except" for the movie packages.)		Cinemax(2)	\$12.49	HD	\$10.95	\$0.00	\$8.95	
Deluxe - 165+ digital channels	\$65.49	Snowtime/Line Movie Channel(b)	\$14.49	DVR	\$12.95	\$0.00	\$8.95	
(All channels "including" the movie packages.)		Starz/Encore(1)	\$12.49	HD DVR	\$14.95	\$0.00	\$8.95	

INTERNET

BASIC INTERNET PACKAGE includes - 3 email accounts and standard speed of-

10 Mbps/10 Mbps

All telepak.net internet customers must specify a username (4-24 alphanumeric) & password (6-8 alphanumeric). Email addresses over three (3) are \$2.50 per month. Please attach separate document listing those.

Options:	Per month:	
25 Mbps/25 Mbps	\$20.00	_____
50 Mbps/50 Mbps	\$34.00	_____
Static IP address -	\$12.00	_____
Domain Hosting	\$17.95	_____

of IPs: _____
(Domain Registration fee-\$30)

Standard Inside Wire Maintenance (includes telephone, internet and video wiring)

per mth--- \$4.95 _____

TERMS

It has been explained to me and I understand that the prices listed on this application and in all other Company materials DO NOT INCLUDE taxes, franchise fees, and any other mandated regulatory charges. I understand that these charges will be added to my bill and that my bill will be larger than the package price due to these other charges. In ordering service on this date, I understand that I am receiving a special promotional offer and certain installation charges have been waived. I therefore agree to subscribe to services or upgrade thereof for a minimum period of 12 months, commencing on the date service is activated. If I am unable to fulfill the entire 12 month agreement, I agree to pay Company upon billing the balance of my contract to the Company plus up to \$300 for equipment and installation charges. In the case of the termination of service(s) I acknowledge that all or a part of my deposit, if any, may, in the sole discretion of Company, be applied to any charges owed Company by me. I acknowledge that I have read and agree to be bound by all terms and conditions of service, as they may be amended.

Please initial in this box if accepted. _____

Quote based on package selections _____

Quote-based on selected Promo: _____

I understand and agree that all service(s) provided hereunder are subject to the terms of the Company's current Acceptable Use Policy located at www.cspirefiber.com and such policy is incorporated by reference herein and I acknowledge having read such policy and accepted the terms of same. I agree that I will be responsible for any and all damages to or loss of equipment on my premises. A deposit may be required from me pursuant to the results of a credit check.

By signing below I acknowledge that I have read, agree to, and accept the information listed above, the terms and conditions herein and on the back of this form.

Customer Name Printed _____

Customer Signature _____

Date _____

Pursuant to this Telecommunications Services Agreement ("Agreement") entered into by and between Telepak Networks, Inc., a Mississippi corporation doing business as C Spire Fiber ("Company"), and the customer identified on the reverse hereof ("Customer"), Company agrees to provide and Customer agrees to purchase the telecommunications services (the "Service" or "Services") and equipment (the "Equipment") described on the reverse hereof at the prices stated therein and on the terms and conditions stated therein and below, and as provided in all Applicable Tariffs. This Agreement shall be effective and binding at the time of Customers execution and delivery of this Agreement.

TERM OF SERVICE. The Services shall commence on the Service Commencement Date, which shall be the later of any estimated Service Commencement Date or the day immediately following the date on which Company notifies Customer that the Service is ready for use, and shall continue for the length of the term for such Service stated on the reverse hereof ("Applicable Term"). Following the expiration of the Applicable Term, this Agreement shall continue in effect on a month-to-month basis ("Extended Term"), until canceled by either party by giving thirty (30) days prior written notice of cancellation. The Parties acknowledge and agree that any estimated Service Commencement Date is an estimate and that Company shall not be liable to Customer in any way for failure to commence the Services before such date.

CHARGES AND PAYMENT. Except as otherwise provided in any Applicable Tariff, the monthly charge for each Service provided by Company during the Applicable Term shall be that charge stated on the reverse hereof, and the charges for each month's Service during the Extended Term, if any such term arises, shall be based upon the then-current monthly charges provided by any Applicable Tariff or Company's standard charge for the same or similar services ("Monthly Charge"). Company shall invoice Customer for Services on a monthly basis for the Monthly Charge and Customers payment of each invoice shall be received by Company by the invoice listed "Due Date." All non-recurring installation charges stated on the reverse hereof shall be due on the Due Date of the first invoice. The first invoice shall include Monthly charges prorated from the Service Commencement Date through the end of the billing cycle in which the Service Commencement Date occurs. If any invoice is not paid in full within five (5) days after the Due Date, Customer shall also pay a late charge equal to \$4.00. Any applicable surcharge, federal, state, local, excise, or sales tax or similar levy, chargeable to or against Company because of the Services provided by Company to Customer, shall be charged to and paid by Customer in addition to the Monthly Charge. If any Customers on the Unlimited nationwide long distance plan have usage exceeding by 10 times the average usage of all customers on this plan subscribing to the same numbers of lines, the customer may be charged an additional fee of \$50 per month per line.

APPLICABLE TARIFFS. This Agreement is subject to and controlled by the provisions of Company's lawfully filed and approved state and federal tariffs relating to the certain of the Services provided in this Agreement, and all changes and modifications to said tariffs as may be made from time to time, including all provisions limiting Company's liability and disclaiming warranties ("Applicable Tariffs"), which are incorporated herein. All appropriate tariff rates and charges shall be included in the provision of some of the Services. The Applicable Tariffs shall supercede any conflicting provisions of this Agreement in the event any part of this Agreement conflicts with terms and conditions of Company's lawfully filed tariffs.

EQUIPMENT. Customer understands and acknowledges that, for Company to provide the Services, certain Equipment must be provided to Customer. Customer acknowledges that the Equipment requirements are subject to change depending upon the specific installation environment provided by Customer, and Company makes no representation or warranty that additional Equipment will not be needed. Customer agrees to maintain in good working condition and repair, at Customer's sole cost and expense, the Equipment requirements for each Service provided by Company. Company may, at Customer's request, install the Equipment at the Customer locations. Customer agrees to provide an installation environment and electrical and telecommunications connections as provided for in any applicable supplier or manufacturer installation manual or as otherwise specified by the supplier or manufacturer of the Equipment. Customer understands that they are responsible to provide and maintain a proper residential/ commercial power ground at the residence. Any failure to provide or maintain said ground will result in the Customer forfeiting his/her right to purchase optional Inside Wire Maintenance, or nullify said maintenance if already under contract.

REMEDIES. Upon the occurrence of any default or breach of this Agreement by Customer, and at any time thereafter, Company may, in its sole discretion, do any one or more of the following: (i) terminate the Agreement; (ii) declare all sums then due and all sums to become due hereunder (including any residual amount) for the remainder of the term of this Agreement immediately due and payable; and (iii) exercise any other right or remedy which may be available to it under applicable law. Customer shall be liable for all reasonable attorneys' fees and other costs and expenses resulting from such default or the exercise of Company's remedies. No remedy referred to in this paragraph is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Company at law or in equity. No express or implied waiver by Company of any default shall constitute a waiver of any other default by Customer or a waiver of any of Company's rights. The parties agree and acknowledge that the remedies afforded by this paragraph are an agreed measure of damages and are not a forfeiture or penalty.

ASSIGNMENT. This Agreement and any contractual rights or remedies available to Company hereunder shall be freely assignable, in whole or in part, by Company. Additionally, Company may sell or assign its interest, in whole or in part, in any telecommunications facilities utilized to provide the Services. Customer may not assign this Agreement or its rights hereunder without the written consent of Company to such assignment. Any such transfer without the consent of Company is void.

MISCELLANEOUS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Time is of the essence with respect to this Agreement. Customer shall promptly execute and deliver to Company such further documents and take such further action as Company may request in order to give effect to the intent and purpose of this Agreement. All indemnifications, releases, limitations of liability, disclaimers of warranties, limitations of remedies, the agreement to arbitrate, the restrictions upon use of the Services and/or the Equipment and the rights of Company to take action necessary to remain in compliance with any Applicable Tariff or license, including its right to retake possession of or disable the Equipment, all as more particularly set forth herein, shall survive the termination of this Agreement and discontinuation of the Services.

GOVERNING LAW, ARBITRATION. This Agreement shall be binding when accepted in writing by Company in the State of Mississippi and shall be governed by the laws of the State of Mississippi. The parties agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof shall be submitted to binding arbitration before a panel consisting of three arbitrators at a mutually agreeable site in Mississippi, or if no site can be agreed upon, then in Jackson, Mississippi. Such arbitration shall be binding upon both Customer and Company and shall be in accordance with the rules of the American Arbitration Association ("AAA"), including selection of the arbitrators, which shall be accomplished in accordance with the rules of the AAA. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The parties further agree that the prevailing party in such arbitration shall be entitled to recover the costs of such arbitration from the other party, including reasonable attorneys fees. This Agreement to arbitrate shall not in any way impair or lessen the remedies available to Company in the event of default by Customer as more particularly set forth above in the Remedies paragraph above. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof. Provide, however, collection matters of \$1,500 and under in alleged value (before costs and allowable attorneys' fees, if any) for services may be filed in the courts of Mississippi with jurisdiction thereover and there tried by any party unless counter-claims or other claims in an amount in excess of \$1,500 (subject to the same exclusions) are asserted by any party. In the later case the entire matter and all claims before the court shall become subject to binding arbitration hereunder upon written request of any party filed with the court within fifteen (15) calendar days of actual notice of the filing of such counter-claims or other claims.

CREDIT INVESTIGATION. By execution of this Agreement, Customer authorizes Company to conduct an investigation into its creditworthiness, including obtaining credit histories and making inquiries of other business, banks and lending institutions concerning the creditworthiness of Customer. Customer hereby releases Company from any and all claims arising against Company or its affiliates in connection with such investigation and agrees to indemnify and hold Company harmless from any and all liability, damages and costs, including attorneys fees, arising in connection with such investigation. Customer acknowledges and agrees that Company may terminate this Agreement any time before the Service Commencement Date in the event Company determines in its sole discretion that Customers creditworthiness is not acceptable and that Customer cannot provide sufficient additional security to Company.

RIGHT OF WAY EASEMENT. For and in consideration of Company providing the Services set forth herein, Customer hereby grants Company a perpetual right-of-way and easement to lay, construct, place, repair, operate, test, maintain, improve, replace, remove, in whole or in part, as the Company may from time to time require, one telecommunications system and all appurtenances or appliances necessary or useful in carrying signals, voices, data, pictures, images and other information in any form of any kind or nature which can now or may hereafter be capable of being carried over a telecommunications system (said systems consisting of underground fiber optics, digital systems, cables, splice boxes, conduits, wires, surface testing terminals, manholes, markers, and other appurtenances and appliances) (hereinafter, collectively referred to as the "System") under a strip of land five feet (5') wide across Customer's property, together with the right of reasonable ingress and egress to and from said easement by Company and its authorized representatives for the purposes set forth herein. The consideration herein paid includes all damage which may be caused on the easement from the construction of the System. Company is further granted the right to sell, assign, transfer, and/or convey to others the rights granted herein.

DAMAGES TO BURIED FIBER. Customer is responsible for any damages to Company's buried fiber optic cable and equipment which is caused by Customer or Customer's contractor's excavation and/or digging on Customer's property unless Customer or its contractor first calls 811 or 800-227-6477 at least two (2) days in advance of any such excavation/digging in order to allow Company to mark and/or identify the location of its buried fiber optic cable and equipment in compliance with Mississippi's One-Call Law (Miss. Code Ann. §§ 77-13-1 et seq.). Failure to comply with Mississippi's One-Call Law by Customer will result in Company charging Customer for any damages to its System caused by Customer's or its contractor's excavation. Customer agrees to indemnify and hold harmless Company from any damages caused by Customer's failure to comply with this provision. DO NOT EXCAVATE OR DIG ON YOUR PROPERTY WITHOUT CALLING 811 AT LEAST TWO DAYS IN ADVANCE OF ANY SUCH EXCAVATION.

ENTIRE AGREEMENT; MODIFICATION. Subject to any Applicable Tariff, this Agreement correctly sets forth the entire agreement between Company and Customer with respect to the Services, installation and maintenance services, and Equipment provided by Company to Customer. To the extent, if any, the terms of this Agreement and any Applicable Tariff conflict, then the Applicable Tariff shall control. This Agreement may be modified or amended only in writing signed by both parties, except amendments may be tendered with thirty (30) days notice to Customer (included in a bill or otherwise) and use by Customer of the Services after such notice period shall be construed as acceptance of the amendment.

INSTALLATION AND REMOVAL OF EQUIPMENT. We will install or arrange for the installation, and you agree to permit installation, of the Equipment on the Premises, within a reasonable time after the work order has been accepted by Company. We shall perform any re-installation, return of, change or transfer in location of the Equipment at our rates in effect at the time of service. The Company shall not be responsible for any damage to the Premises arising from the installation or removal of the Equipment, except in cases of negligence, or improper workmanship, and then only to the extent of the actual damages thereof. Claims of negligence or improper workmanship must be made in writing to C Spire Fiber: Attention: C Spire Fiber Claims (P.O. Box 429, Meadville, MS 39653) within 60 days after installation or removal of the Equipment. NOTWITHSTANDING THE FOREGOING, YOU ACKNOWLEDGE THAT THERE ARE INHERENT RISKS ASSOCIATED WITH INSTALLATIONS AND YOU RELEASE AND HOLD HARMLESS INSTALLER, THE COMPANY, AND THEIR RESPECTIVE AGENTS FROM LIABILITY RELATED THERETO. You hereby grant to Company an easement in gross covering the routing necessary for installation, operation, and removal of the Equipment on, across, through, and in the Premises at no cost or charge to the Company.



RESIDENTIAL UPGRADE

Account #:

Account Name: _____

Physical Service Address _____

City _____ State _____ Zip _____

Best contact number: _____ & Time: _____

OFFICE USE ONLY

Market _____ CS

Phone Pref _____ UNLM

CHOOSE YOUR "NEW" BASIC SERVICES

ALL INDIVIDUAL AND PACKAGE PRICES SUBJECT TO CHANGE.

Voice, Video and Internet	\$124.99	_____	Voice and Internet	\$84.99	_____
Voice and Video	\$107.99	_____	Video and Internet	\$102.99	_____

***All personalized package prices are in addition to the base service prices above.

WHAT BASIC SERVICE(S) ARE YOU ADDING?

A \$25 DISPATCH FEE IS APPLICABLE, ALONG WITH AN ACTIVATION FEE OF: \$23.00 per service

Voice	_____	Voice And Internet	_____
Video	_____	Voice and Video	_____
Internet	_____	video and internet	_____

OUTLET INSTALL(S)

EACH 'STANDARD' OUTLET INSTALL DONE AT THE TIME OF UPGRADE IS \$45.00

Please notate how many outlets you will need installed of each: Video _____ Internet _____ Phone _____

VOICE

BASIC VOICE PACKAGE includes - Unlimited calls to long distance and local numbers to the following area codes - 601/769

If you have a current telephone number that you would like to keep, please complete: Number: _____ Current Provider: _____

If you would like a new telephone number and a preferred number is available, what last four digits would you prefer? _____

Please print how your name should appear on Caller ID & the Directory: _____

Print Address? Yes or No _____

Non-Published Number | Number will not be printed in the directory, and can NOT be obtained from Directory Assistance. \$5.50 _____

Non-Listed Number | Number will not be printed in directory, but CAN be obtained from Directory Assistance. \$3.00 _____

Features & Blocks are notated below that are included for free in your BASIC package or is indicated with a monthly price.

Features that are included in your BASIC package for free are activated without request.

Blocks are ONLY activated upon request. Please check if you would like this block activated.

Features that are not free are only activated upon request.

Caller ID Deluxe	Free	_____	Block ALL Toll Calls	Free	_____
Three way Calling	Free	_____	Block Operator Assisted Calls	Free	_____
Speed Calling - 30	Free	_____	Block International Calling	Free	_____
Call Block	Free	_____	Block 900 # Calling	Free	_____
Call Waiting Deluxe	Free	_____			
Repeat Dialing	Free	_____			
Call Return	Free	_____			
Ringmaster Number	Free	_____	----- List if you have an existing #:		_____
Call Forwarding	Free	_____			
Call Forward Busy Line	Free	_____	----- List Number to forward to:		_____
Call Forward No Answer	Free	_____	----- List Number to forward to:		_____

Long Distance Options:

(The following "basic" per minute long distance rate apply to all calls outside of the calling plan without designation of another plan.)

Voice Mail: per mth--- \$5.00 _____

Additional Phone Line: per mth--- \$14.95 _____

Includes features & unlimited calls to BASIC calling area.

Unlimited Nationwide - per mth \$14.99 _____

VIDEO

BASIC VIDEO PACKAGE includes - 80 + digital channels

Video Package Options:

Movie Package Options (number of channels in pkg):

Set Top Boxes:

1st 2nd 3rd + Total:

Expanded - 145+ digital channels	\$17.49	_____	HBO(4)	\$15.99	_____	SD(Regular)	\$0.00	\$0.00	\$8.95	_____
(All channels "except" for the movie packages.)			Cinemax(2)	\$12.49	_____	HD	\$10.95	\$0.00	\$8.95	_____
Deluxe - 165+ digital channels	\$65.49	_____	Showtime/The Movie Channel(6)	\$14.49	_____	DVR	\$12.95	\$0.00	\$8.95	_____
(All channels "including" the movie packages.)			Starz/Encore(7)	\$12.49	_____	HD DVR	\$14.95	\$0.00	\$8.95	_____

INTERNET

BASIC INTERNET PACKAGE includes - 3 email accounts and standard speed of-

10 Mbps/10 Mbps

All telepak.net internet customers must specify a username (4-24 alphanumeric) & password (6-8 alphanumeric). Email addresses over three (3) are \$2.50 per month. Please attach separate document listing those.

Options:

Per month:

Username: _____	Password: _____	25 Mbps/25 Mbps	\$20.00	_____	
Username: _____	Password: _____	50 Mbps/50 Mbps	\$54.00	_____	
Username: _____	Password: _____	Static IP address -	\$12.00	_____	# of IPs: _____
Number of Internet Connections needed - _____		Domain Hosting	\$17.95	_____	(Domain Registration fee-\$30)

Standard Inside Wire Maintenance

(includes telephone, internet and video wiring)

per mth--- \$4.95 _____

TERMS

It has been explained to me and I understand that the prices listed on this application and in all other Company materials DO NOT INCLUDE taxes, franchise fees, and any other mandated regulatory charges. I understand that these charges will be added to my bill and that my bill will be larger than the package price due to these other charges. I agree to subscribe to services or upgrade thereof for a minimum period of 12 months, commencing on the date service is activated. If I am unable to fulfill the entire 12 month agreement, I agree to pay Company upon billing the balance of my contract to the Company plus up to \$300 for equipment and installation charges. In the case of the termination of service(s) I acknowledge that all or a part of my deposit, if any, may, in the sole discretion of Company, be applied to any charges owed Company by me. I acknowledge that I have read and agree to be bound by all terms and conditions of service, as they may be amended.

Please initial in this box if accepted. _____

Increase based on package selections _____

Total one time charges based on selections _____

I understand and agree that all service(s) provided hereunder are subject to the terms of the Company's current Acceptable Use Policy located at www.cspirefiber.com and such policy is incorporated by reference herein and I acknowledge having read such policy and accepted the terms of same. I agree that I will be responsible for any and all damages to or loss of equipment on my premises. A deposit may be required from me pursuant to the results of a credit check.

By signing below I acknowledge that I have read, agree to, and accept the information listed above, the terms and conditions herein and on the back of this form.

Customer Name Printed _____

Customer Signature _____

Date _____

TELECOMMUNICATIONS SERVICES AGREEMENT

Pursuant to this Telecommunications Services Agreement ("Agreement") entered into by and between Telepak Networks, Inc., a Mississippi corporation doing business as C Spire Fiber ("Company"), and the customer identified on the reverse hereof ("Customer"), Company agrees to provide and Customer agrees to purchase the telecommunications services (the "Service" or "Services") and equipment (the "Equipment") described on the reverse hereof at the prices stated therein and on the terms and conditions stated therein and below, and as provided in all Applicable Tariffs. This Agreement shall be effective and binding at the time of Customers execution and delivery of this Agreement.

TERM OF SERVICE. The Services shall commence on the Service Commencement Date, which shall be the later of any estimated Service Commencement Date or the day immediately following the date on which Company notifies Customer that the Service is ready for use, and shall continue for the length of the term for such Service stated on the reverse hereof ("Applicable Term"). Following the expiration of the Applicable Term, this Agreement shall continue in effect on a month-to-month basis ("Extended Term"), until canceled by either party by giving thirty (30) days prior written notice of cancellation. The Parties acknowledge and agree that any estimated Service Commencement Date is an estimate and that Company shall not be liable to Customer in any way for failure to commence the Services before such date.

CHARGES AND PAYMENT. Except as otherwise provided in any Applicable Tariff, the monthly charge for each Service provided by Company during the Applicable Term shall be that charge stated on the reverse hereof, and the charges for each months Service during the Extended Term, if any such term arises, shall be based upon the then-current monthly charges provided by any Applicable Tariff or Company's standard charge for the same or similar services ("Monthly Charge"). Company shall invoice Customer for Services on a monthly basis for the Monthly Charge and Customers payment of each invoice shall be received by Company by the invoice listed "Due Date." All non-recurring installation charges stated on the reverse hereof shall be due on the Due Date of the first invoice. The first invoice shall include Monthly charges prorated from the Service Commencement Date through the end of the billing cycle in which the Service Commencement Date occurs. If any invoice is not paid in full within five (5) days after the Due Date, Customer shall also pay a late charge equal to \$4.00. Any applicable surcharge, federal, state, local, excise, or sales tax or similar levy, chargeable to or against Company because of the Services provided by Company to Customer, shall be charged to and paid by Customer in addition to the Monthly Charge. If any Customers on the Unlimited nationwide long distance plan have usage exceeding by 10 times the average usage of all customers on this plan subscribing to the same numbers of lines, the customer may be charged an additional fee of \$50 per month per line.

APPLICABLE TARIFFS. This Agreement is subject to and controlled by the provisions of Company's lawfully filed and approved state and federal tariffs relating to the certain of the Services provided in this Agreement, and all changes and modifications to said tariffs as may be made from time to time, including all provisions limiting Company's liability and disclaiming warranties ("Applicable Tariffs"), which are incorporated herein. All appropriate tariff rates and charges shall be included in the provision of some of the Services. The Applicable Tariffs shall supercede any conflicting provisions of this Agreement in the event any part of this Agreement conflicts with terms and conditions of Company's lawfully filed tariffs.

EQUIPMENT. Customer understands and acknowledges that, for Company to provide the Services, certain Equipment must be provided to Customer. Customer acknowledges that the Equipment requirements are subject to change depending upon the specific installation environment provided by Customer, and Company makes no representation or warranty that additional Equipment will not be needed. Customer agrees to maintain in good working condition and repair, at Customer's sole cost and expense, the Equipment requirements for each Service provided by Company. Company may, at Customer's request, install the Equipment at the Customer locations. Customer agrees to provide an installation environment and electrical and telecommunications connections as provided for in any applicable supplier or manufacturer installation manual or as otherwise specified by the supplier or manufacturer of the Equipment. Customer understands that they are responsible to provide and maintain a proper residential/ commercial power ground at the residence. Any failure to provide or maintain said ground will result in the Customer forfeiting his/her right to purchase optional Inside Wire Maintenance, or nullify said maintenance if already under contract.

REMEDIES. Upon the occurrence of any default or breach of this Agreement by Customer, and at any time thereafter, Company may, in its sole discretion, do any one or more of the following: (i) terminate the Agreement; (ii) declare all sums then due and all sums to become due hereunder (including any residual amount) for the remainder of the term of this Agreement immediately due and payable; and (iii) exercise any other right or remedy which may be available to it under applicable law. Customer shall be liable for all reasonable attorneys' fees and other costs and expenses resulting from such default or the exercise of Company's remedies. No remedy referred to in this paragraph is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Company at law or in equity. No express or implied waiver by Company of any default shall constitute a waiver of any other default by Customer or a waiver of any of Company's rights. The parties agree and acknowledge that the remedies afforded by this paragraph are an agreed measure of damages and are not a forfeiture or penalty.

ASSIGNMENT. This Agreement and any contractual rights or remedies available to Company hereunder shall be freely assignable, in whole or in part, by Company. Additionally, Company may sell or assign its interest, in whole or in part, in any telecommunications facilities utilized to provide the Services. Customer may not assign this Agreement or its rights hereunder without the written consent of Company to such assignment. Any such transfer without the consent of Company is void.

MISCELLANEOUS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Time is of the essence with respect to this Agreement. Customer shall promptly execute and deliver to Company such further documents and take such further action as Company may request in order to give effect to the intent and purpose of this Agreement. All indemnifications, releases, limitations of liability, disclaimers of warranties, limitations of remedies, the agreement to arbitrate, the restrictions upon use of the Services and/or the Equipment and the rights of Company to take action necessary to remain in compliance with any Applicable Tariff or license, including its right to retake possession of or disable the Equipment, all as more particularly set forth herein, shall survive the termination of this Agreement and discontinuation of the Services.

GOVERNING LAW, ARBITRATION. This Agreement shall be binding when accepted in writing by Company in the State of Mississippi and shall be governed by the laws of the State of Mississippi. The parties agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof shall be submitted to binding arbitration before a panel consisting of three arbitrators at a mutually agreeable site in Mississippi, or if no site can be agreed upon, then in Jackson, Mississippi. Such arbitration shall be binding upon both Customer and Company and shall be in accordance with the rules of the American Arbitration Association ("AAA"), including selection of the arbitrators, which shall be accomplished in accordance with the rules of the AAA. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The parties further agree that the prevailing party in such arbitration shall be entitled to recover the costs of such arbitration from the other party, including reasonable attorneys fees. This Agreement to arbitrate shall not in any way impair or lessen the remedies available to Company in the event of default by Customer as more particularly set forth above in the Remedies paragraph above. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof. Provide, however, collection matters of \$1,500 and under in alleged value (before costs and allowable attorneys' fees, if any) for services may be filed in the courts of Mississippi with jurisdiction thereover and there tried by any party unless counter-claims or other claims in an amount in excess of \$1,500 (subject to the same exclusions) are asserted by any party. In the later case the entire matter and all claims before the court shall become subject to binding arbitration hereunder upon written request of any party filed with the court within fifteen (15) calendar days of actual notice of the filing of such counter-claims or other claims.

CREDIT INVESTIGATION. By execution of this Agreement, Customer authorizes Company to conduct an investigation into its creditworthiness, including obtaining credit histories and making inquiries of other business, banks and lending institutions concerning the creditworthiness of Customer. Customer hereby releases Company from any and all claims arising against Company or its affiliates in connection with such investigation and agrees to indemnify and hold Company harmless from any and all liability, damages and costs, including attorneys fees, arising in connection with such investigation. Customer acknowledges and agrees that Company may terminate this Agreement any time before the Service Commencement Date in the event Company determines in its sole discretion that Customers creditworthiness is not acceptable and that Customer cannot provide sufficient additional security to Company.

RIGHT OF WAY EASEMENT. For and in consideration of Company providing the Services set forth herein, Customer hereby grants Company a perpetual right-of-way and easement to lay, construct, place, repair, operate, test, maintain, improve, replace, remove, in whole or in part, as the Company may from time to time require, one telecommunications system and all appurtenances or appliances necessary or useful in carrying signals, voices, data, pictures, images and other information in any form of any kind or nature which can now or may hereafter be capable of being carried over a telecommunications system (said systems consisting of underground fiber optics, digital systems, cables, splice boxes, conduits, wires, surface testing terminals, manholes, markers, and other appurtenances and appliances) (hereinafter, collectively referred to as the "System") under a strip of land five feet (5') wide across Customer's property, together with the right of reasonable ingress and egress to and from said easement by Company and its authorized representatives for the purposes set forth herein. The consideration herein paid includes all damage which may be caused on the easement from the construction of the System. Company is further granted the right to sell, assign, transfer, and/or convey to others the rights granted herein.

DAMAGES TO BURIED FIBER. Customer is responsible for any damages to Company's buried fiber optic cable and equipment which is caused by Customer or Customer's contractor's excavation and/or digging on Customer's property unless Customer or its contractor first calls 811 or 800-227-6477 at least two (2) days in advance of any such excavation/digging in order to allow Company to mark and/or identify the location of its buried fiber optic cable and equipment in compliance with Mississippi's One-Call Law (Miss. Code Ann. §5 77-13-1 et seq.). Failure to comply with Mississippi's One-Call Law by Customer will result in Company charging Customer for any damages to its System caused by Customer's or its contractor's excavation. Customer agrees to indemnify and hold harmless Company from any damages caused by Customer's failure to comply with this provision. DO NOT EXCAVATE OR DIG ON YOUR PROPERTY WITHOUT CALLING 811 AT LEAST TWO DAYS IN ADVANCE OF ANY SUCH EXCAVATION.

ENTIRE AGREEMENT; MODIFICATION. Subject to any Applicable Tariff, this Agreement correctly sets forth the entire agreement between Company and Customer with respect to the Services, installation and maintenance services, and Equipment provided by Company to Customer. To the extent, if any, the terms of this Agreement and any Applicable Tariff conflict, then the Applicable Tariff shall control. This Agreement may be modified or amended only in writing signed by both parties, except amendments may be tendered with thirty (30) days notice to Customer (included in a bill or otherwise) and use by Customer of the Services after such notice period shall be construed as acceptance of the amendment.

INSTALLATION AND REMOVAL OF EQUIPMENT. We will install or arrange for the installation, and you agree to permit installation, of the Equipment on the Premises, within a reasonable time after the work order has been accepted by Company. We shall perform any re-installation, return of, change or transfer in location of the Equipment at our rates in effect at the time of service. The Company shall not be responsible for any damage to the Premises arising from the installation or removal of the Equipment, except in cases of negligence, or improper workmanship, and then only to the extent of the actual damages thereof. Claims of negligence or improper workmanship must be made in writing to C Spire Fiber: Attention: C Spire Fiber Claims (P.O. Box 429, Meadville, MS 39653) within 60 days after installation or removal of the Equipment. NOTWITHSTANDING THE FOREGOING, YOU ACKNOWLEDGE THAT THERE ARE INHERENT RISKS ASSOCIATED WITH INSTALLATIONS AND YOU RELEASE AND HOLD HARMLESS INSTALLER, THE COMPANY, AND THEIR RESPECTIVE AGENTS FROM LIABILITY RELATED THERETO. You hereby grant to Company an easement in gross covering the routing necessary for installation, operation, and removal of the Equipment on, across, through, and in the Premises at no cost or charge to the Company.

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Lifeline Assistance

The Lifeline Assistance program is designed to make phone services available to qualifying subscribers who receive income-based benefits.

Lifeline Assistance is currently available to any qualifying subscriber participating in one of the following programs in Mississippi:

- Medicaid
- Food Stamps
- Supplemental Security Income (SSI)
- Temporary Assistance to Needy Families (TANF)
- Federal Public Housing Assistance (FPHA)
- Low-Income Home Energy Assistance Program (LIHEAP)
- Household gross monthly income that does not exceed 135% of the Federal Poverty Guidelines
- National School Lunch Program's Free Lunch Initiative (NSLP)

Telepak Networks offers a recurring monthly credit of \$12.75 for home phone service (residential local service) through the Lifeline Assistance program.

Furthermore, qualifying low-income Native Americans living on reservations or other designated tribal lands are eligible to receive up to an additional \$25.00 credit under the Lifeline program. All qualifying low-income consumers living on reservations are required, however, to pay a minimum monthly lifeline rate of \$1.00.

Eligible low-income consumers living on tribal lands are also eligible for Link-Up for an additional discount of up to \$70.00 to cover 100% of the installation charges between \$60.00 and \$130.00. However, tribal customers must still pay 50% of the first \$60.00.

Tribal Lifeline Assistance is currently available to individuals living on Tribal Lands participating in one of the following programs in Mississippi:

- Medicaid
- Food Stamps
- Supplemental Security Income (SSI)
- Bureau of Indian Affairs (BIA) General Assistance
- Tribally Administered Temporary Assistance to Needy Families (TANF)
- Head Start Programs
- National School Lunch Program's Free Lunch Initiative (NSLP)
- Federal Public Housing Assistance (FPHA)
- Low-Income Home Energy Assistance Program (LIHEAP)
- Household gross monthly income that does not exceed 135% of the Federal Poverty Guidelines

Read below for more information about Lifeline Assistance from Telepak Networks. For additional information or to sign up for Lifeline Assistance, contact Customer Care at 1-877-835-3725 (1-877-TELEPAK), or see Application for [LifeLine Application](#).

The Lifeline Assistance Program

Lifeline Assistance provides reduced rates under federal and state universal service programs to eligible customers for local phone service and installation.

LIFELINE ASSISTANCE PROGRAM INFO
Find out more about this program. >>>

Announcements

[Link Up Mississippi & Lifeline](#)

[From the Ground Up](#)

[Telepak Networks selects Alcatel-Lucent's wireless backhaul solution](#)

[Vertek Delivers a 3-Year Operational Plan to Telepak Networks to Support Future Growth](#)

[Fiberoptic project launches in West Point](#)

[06.02.08 – Features Rates](#)

[Better Broadband Internet Coming](#)

[Telepak Networks Selects Corning Cable Systems Products for FTTH Deployment](#)

Eligibility for Lifeline Service

Eligibility is determined by participation in one of the following programs: (i) Medicaid, (ii) Food Stamps, (iii) Supplemental Security Income (SSI), (iv) Temporary Assistance to Needy Families (TANF), (v) Federal Public Housing Assistance (FPHA), (vi) Low-Income Home Energy Assistance Program (LIHEAP). Only one federally subsidized telephone is available per household, and is applicable to the primary residential connection only. Additional lines are not subject to the discounted Lifeline rates. Telepak Networks must receive satisfactory evidence of your participation in one of these programs.

Eligibility for individuals living on tribal lands is determined by participation in one of the following programs: (i) Medicaid, (ii) Food Stamps, (iii) Supplemental Security Income (SSI), (iv) Bureau of Indian Affairs (BIA) General Assistance, (v) Tribally Administered Temporary Assistance for Needy Families (TANF), (vi) Head Start Programs (vii) National School Free Lunch Program, (viii) Federal Public Housing Assistance, (ix) Low-Income Home Energy Assistance Program, (x) Income at or below 135% of the Federally Recognized Poverty Guidelines. Only one federally subsidized telephone is available per household, but customers may qualify for additional eligibility. Additional lines are not subject to the discounted Lifeline rates. Telepak Networks must receive satisfactory evidence of your participation in one of these programs.

Availability

Lifeline Service is available to new eligible customers as long as there is sufficient money in the Federal Lifeline funds to cover the discounted rates. In the event that the Federal Lifeline funds are not sufficient to cover new applicants in any given year, Telepak Networks will allocate any and all remaining surplus funds until all qualified Customers are covered. Telepak Networks may vary the credit or the number of included minutes as required by changes in federal or state universal service funding support.

For additional information or to sign up for the Lifeline Assistance program contact Telepak Networks at 1-877-835-3725 (1-877-TELEPAK) or complete the Application for [LifeLine Application](#).

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